

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In Re: NELSON REYES, JR. Debtor(s) LAKEVIEW LOAN SERVICING, LLC Movant v. NELSON REYES, JR. Debtor(s) ROBERT W. SEITZER Trustee Respondent(s)	Chapter 7 Case Number: 25-11658-amc
---	--

**MOTION FOR RELIEF FROM AUTOMATIC STAY WITH RESPECT TO PROPERTY: 3806
N 17TH ST., PHILADELPHIA, PA 19140**

Lakeview Loan Servicing, LLC, through its Counsel, Stern & Eisenberg PC, respectfully requests the Court grant its Motion for Relief and in support thereof respectfully represents as follows:

1. Movant is Lakeview Loan Servicing, LLC (hereafter referred to as “Movant”).
2. Debtor(s), Nelson Reyes, Jr. (hereinafter, “Debtor(s)”), is/are, upon information and belief, adult individual(s) whose last-known address is 3806 N 17th St., Philadelphia, PA 19140.
3. On December 1, 2023, Nelson Reyes, executed and delivered a Note in the principal sum of \$201,286.00 to United Wholesale Mortgage, LLC. A copy of the Note is attached as Exhibit “A” and is hereby incorporated by reference.
4. As security for the repayment of the Note, Nelson Reyes, executed and delivered a Mortgage to United Wholesale Mortgage, LLC. The Mortgage was duly recorded in the Office of the Recorder of Deeds in and for Philadelphia County. A copy of the Mortgage is attached as Exhibit “B” and is hereby incorporated by reference.
5. The Mortgage encumbers Debtor’s real property located at 3806 N 17th St., Philadelphia, PA 19140.
6. By assignment of mortgage, the loan was ultimately assigned to Lakeview Loan Servicing, LLC. A true and correct copy of the assignment is attached as Exhibit “C” and is hereby incorporated by reference.
7. Debtor(s) filed the instant Chapter 7 Bankruptcy on April 30, 2025 and, as a result, any state court proceedings were stayed.
8. It is believed and therefore averred that Debtor(s) filed the instant bankruptcy as an additional delay in order to prevent Movant from proceeding with the state court proceedings or otherwise institute proceedings as allowed under the Mortgage.
9. Debtor’s mortgage loan is in default and is currently due for the November 1, 2024 payment

and each subsequent payment through the date of the motion. Debtor(s) has/have failed to make the following payments to Movant:

PAYMENTS IN DEFAULT

Monthly Payments in Default.....	11/01/2024 to 04/01/2025
Monthly payments (\$1,494.70 x 6)	\$8,968.20
Monthly Payments in Default.....	05/01/2025 to 05/01/2025
Monthly payments (\$1,748.23 x 1)	\$1,748.23
Total Amounts Due as of May 5, 2025:	\$10,716.43

10. In addition, Movant has incurred counsel fees and costs in association with Debtor's default and this motion.
11. As a result of the Debtor's default and failure to make payments or to otherwise adequately provide for Movant in the bankruptcy filing, Movant is not adequately protected and is entitled to relief.
12. Further, the Debtor's Schedule D indicates a valuation of the property in the amount of \$205,000.00, with Movant's first lien against the property in the amount of \$211,069.59. Accordingly, there is no equity in the Property and the property is not necessary for an effective reorganization. A copy of the Debtor's Schedule D is attached as Exhibit "D" and incorporated herein by reference.
13. To the extent the Court does not find that relief is appropriate, then Movant requests that the stay be conditioned such that in the event the Debtor(s) fall(s) behind on post-petition payments or trustee payments that Movant may receive relief upon default by the Debtor(s) of the terms of the conditional order.
14. Movant requests that the stay of Bankruptcy Rule 4001(a)(3) be waived.

WHEREFORE, Movant, Lakeview Loan Servicing, LLC, respectfully requests this Court to grant the appropriate relief under 11 U.S.C. §362 from the automatic stay as set forth in the proposed order together with waiver of Bankruptcy Rule 4001(a)(3).

Respectfully Submitted:

Stern & Eisenberg, PC

By: /s/ Daniel P. Jones

Daniel P. Jones

Bar Number: 321876

Email: djones@sterneisenberg.com

Date: June 12, 2025